

ADDENDUM #1 SEE CHANGES ON SECTIONS 2.23.1, 2.23.2, 2.23.5, 2.23.8 AND ADDITION OF QUESTIONS AND ANSWERS



NOTICE OF SOLICITATION

SERIAL 05146-RFP

REQUEST FOR PROPOSAL FOR: EMPLOYEE BENEFITS CONSULTING SERVICES

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on JUNE 02, 2006** for the furnishing of the following for Maricopa County Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 05146-RFP REQUEST FOR PROPOSAL FOR EMPLOYEE BENEFITS CONSULTING SERVICES."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for Proposals must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED A <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER

INQUIRIES:

STEVE DAHLE
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3450

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON APRIL 12, 2006 AT 9:00 AM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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NO RESPONSE

Respondents not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 05146 -RFP"

Responses must be received **BY 2:00 P.M., JUNE 02, 2006**. Respondents failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 05146-RFP

TITLE: EMPLOYEE BENEFITS CONSULTING SERVICES

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO PROPOSAL:

- _____ Insufficient time
- _____ Do not handle product/service
- _____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

Attachments E, F, and G provide detailed information and forms to be submitted as part of your proposal. If no goal has been set the attachments will be not be required to be submitted with the RFP.

THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.

REQUEST FOR PROPOSALS FOR: **EMPLOYEE BENEFITS CONSULTING SERVICES**

1.0 **INTENT:**

Maricopa County wishes to contract with a national employee-benefit consulting firm for a broad range of consulting services, in the management of its welfare programs, defined contribution 457, and defined-benefit State Retirement System plan. However, in addition to interest in standard benefits consulting regarding plan design, funding, pricing/negotiations, administration and communications issues, the County is also interested the strategic repositioning all of its benefit plans to improve business results for a wide range of customers. These diverse customers include the County Attorneys, County Sheriff's organization, an entire court system, various elected officials, appointed departments, and other diverse parts of the County. The County encompasses a total population of about 13,500 employees and a current benefit eligible population of about 12,700.

1.1 **THIS WILL BE A MULTIPLE AWARD CONTRACT WITH A PRIMARY ON RETAINER AND MULTIPLE SECONDARY CONTRACTORS AVAILABLE FOR SPECIAL PROJECTS. THESE PROJECTS WILL BE BASED ON PROJECT PROPOSALS SOLICITED FROM ALL AWARDED CONTRACTORS. THESE PROJECTS WILL BE AWARDED TO THE CONTRACTOR THAT MARICOPA COUNTY DETERMINES TO THE MOST QUALIFIED FOR ANY PARTICULAR PROJECT.**

Current Benefit Program includes:

- ☐ **2 Medical Plans: One insured with multiple coverage options within each plan and one ASO. Medical plans include a carve-out vision care plan and a carve-out behavioral health plan**
- ☐ **1 ASO Pharmacy Plan with two coverage options**
- ☐ **3 Dental Plans: One Insured DMO, one insured PPO plan and one ASO PPO plan**
- ☐ **Employer-paid Basic Life And AD&D**
- ☐ **Voluntary Supplemental Employee and Limited Dependent Life and AD&D coverage**
- ☐ **Voluntary ASO STD coverage with four benefit level options**
- ☐ **Flexible Spending Accounts for dependent/elder care and health care expenses**
- ☐ **Integrated Employee Assistance Plan**
- ☐ **Voluntary Auto, Home and Renters insurance**
- ☐ **Voluntary Critical Illness coverage**
- ☐ **457 Deferred Compensation,**
- ☐ **State Administered Defined Benefit Plan**

The County plans to expand its benefits program beyond the current offering. Here are a few of the potential areas being planned:

- ☐ **A Cafeteria benefits approach,**
- ☐ **Full self funding, and**
- ☐ **Voluntary niche benefits, such as, Long-Term Care Insurance and a Post-Employment Health Plan**

2.0 **SCOPE OF WORK:**

2.1 Consultants will be expected to provide proactive services in at least the following areas:

- ☐ **All Benefit plan designs and complimentary benefit programs for active and retired employees**
- ☐ **Benefit actuarial services/pricing, projections & reserving**
- ☐ **Local, State, And Federal regulatory interpretation**
- ☐ **Experience and utilization reviews**
- ☐ **Vendor contracting and compliance**

- ☐ **Insurance design, risk retention, and funding methods and vehicles**
- ☐ **Budget development and oversight of the Benefit Trust funds**

- 2.2 Attend monthly, semi monthly or weekly meetings with various vendors under County contract on County's behalf at the counties request.
- 2.3 Provide editorial and compliance review of county produced benefit communications.
- 2.4 Support the County over time in designing and identifying proactively the best plan and funding design for all of its benefits plans current and future.
- 2.5 Identify competitive plan features through benchmarking of local and regional employers among which the County competes for labor, based on counties request.
- 2.6 Provide actuarial cost projections for various plan feature changes and improvements.
- 2.7 Provide advice and interpretation on all local, state, and federal benefit regulations.
- 2.8 Provide advice to the Employee Health Initiatives Department to conduct strategic planning and help redesign plans to improve the business results and attract and retain key employee categories for a wide range of County customers.
- 2.9 Provide services to assist in management of vendor contract compliance throughout the year and through renewal periods.
- 2.10 Provide advice and consultation on trends and strategies to improve overall health of employee populations and manage cost efficiency and effectiveness.
- 2.11 Assist the Employee Health Initiatives Department in drafting RFPs including performance incentives.
- 2.12 Provide assistance in assessing and analyzing proposals from vendors and assessing market trends.
- 2.13 Provide assistance developing and analyzing employee satisfaction surveys for various plans as well as competitive benefits surveys of benchmarked companies.
- 2.14 Provide assistance identifying best practices with benefits plans, complimentary and discount programs and administration.

Service Provided on a Project Fee Basis

- 2.15 Medical Claims Audits
- 2.16 Prescription Claims Audits
- 2.17 Compliance Audits
- 2.18 Administrative systems consulting
- 2.19 Plan Documents
- 2.20 Employee communications, including administration of employee surveys and focus groups
- 2.21 Retirement and Investment consulting
- 2.22 Value Index relative value studies
- 2.23 Contractor Minimum Requirements:

- 2.23.1 Vendors ~~must~~ **shall** have at least national coverage in at least 8 major metropolitan cities across the U.S.
- 2.23.2 A majority of revenue ~~must~~ **shall** come from consulting services.
- 2.23.3 Ability to provide a contract priced on a retainer for all services with ancillary services purchasable at a point of sale option on an hourly rate basis.
- 2.23.4 Consultant can operate as broker of record in those vendor contracts that require commission to be paid so that these fees may be used to offset consulting fees under this contract. (PROOF SHALL ACCOMPANY PROPOSAL).
- 2.23.5 **Shall** have at least 25% of clients nationally with employers with employee populations of at least 2,500 employees.
- 2.23.6 Provide certification of consultant member of DOI in good standing.
- 2.23.7 Annual benefits consulting and brokerage fees be at least \$100,000,000.00 \$200,000,000.00 across U.S. operations.
- 2.23.8 **Individuals (consultants) shall be employees of the consulting firm.**

2.24 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

- 2.24.1 Provide annual report of tasks conducted and objectives met during past 12 month's performance.

2.25 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.26 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of THREE (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.4.3 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**,

at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.4.4 Certificates of Insurance.

- 3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.4.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 SCHEDULE OF EVENTS

Request for Proposals Issued:

MARCH 30, 2006

Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to (SDAHLE@MAIL.MARICOPA.GOV) and be received by **APRIL 15, 9:00 AM** Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Deadline for submission of proposals is 2:00 P.M., MST, on **JUNE 2, 2006**. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed review of Proposals and short list decision:	JULY 17, 2006
Proposed Respondent presentations: (if required)	AUGUST 7, 2006
Proposed selection and negotiation:	SEPTEMBER 5, 2006
Proposed Best & Final (if required)	SEPTEMBER 19, 2006
Proposed award of Proposal:	OCTOBER 2006

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the county.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents are to provide one (1) original hard copy (labeled) and FIVE copies of their proposal, plus (2) electronic copies on a CDs. **Respondents are to address proposals identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003**

**SERIAL 05146 – RFP
EMPLOYEE BENEFITS CONSULTING SERVICES**

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 05146 – RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception. The Respondent will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 05146 - RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 05146 - RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.11 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: **(PROPOSALS ARE LIMITED TO A MAXIMUM OF 150 PAGES, 12 PT. FONT, and SINGLE SIDED).**

3.12.1 Letter of Transmittal (Exhibit 2)

3.12.2 Table of Contents

3.12.3 Short introduction and summary – This section shall contain an outline of the general approach utilized in the proposal.

3.12.4 Proposal – Your proposal should contain a statement of all of the programs and services your firm is proposing. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.

3.12.5 Qualifications – This section shall describe the firm's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience and other pertinent information including licenses and certifications.

3.12.6 Other data (Required submittals)

3.12.7 Proposal exceptions

3.12.8 Pricing (Attachment A)

3.12.9 Agreement (Attachment B)

3.12.10 References (Attachment C)

3.12.11 Questionnaire (Attachment D)

3.13 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed order of importance.

3.13.1 Firms experience, proven skills and technical competence.

3.13.2 Services proposed.

3.13.3 Credential of proposed staff.

3.13.4 Cost of services.

3.14 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

**ATTACHMENT A
PRICING**

SERIAL 05146, NIGP CODE 91840 BLANKET NUMBER B0604174

PRICING SHEET

BIDDER NAME: _____

VENDOR #: _____

BIDDER ADDRESS: _____

P.O. ADDRESS: _____

BIDDER PHONE #: _____

BIDDER FAX #: _____

COMPANY WEB SITE: _____

COMPANY CONTACT (REP): _____

E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____

NET 15 _____

NET 20 _____

NET 30 _____

NET 45 _____

NET 60 _____

NET 90 _____

2% 10 DAYS NET 30 _____

1% 10 DAYS NET 30 _____

2% 30 DAYS NET 31 _____

1% 30 DAYS NET 31 _____

5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT

____ MARICOPA COUNTY WEB SITE

____ PRE-SOLICITATION NOTICE

____ OTHER (PLEASE SPECIFY)

1.0 PRICING:

YEAR 1 YEAR 2 YEAR 3

1.1 YEARLY RETAINER FOR ALL SERVICES PROPOSED

\$ _____ \$ _____ \$ _____

1.2 HOURLY RATE FOR SERVICES OUTSIDE CONTRACT

\$ _____ \$ _____ \$ _____

ATTACHMENT B

AGREEMENT

The Respondents hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING PROPOSAL

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 DEPUTY MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D
Questionnaire

1. Describe the key components that distinguish your services from other benefit consultant services.
2. Provide your top five innovative recommendations that have been successfully implemented to an employer.
3. Suggest five viable innovative recommendations that could be implemented by Maricopa County.
4. Describe ways that your company can assist the County in controlling health care costs.
5. List your top five awards and specific information regarding how and why your organization achieved the awards.
6. Provide your top five published articles related to employee benefits.
7. Discuss your implementation activity. Provide an implementation plan including timelines, milestones and deliverables.
8. What portion of your fees are you willing to put at risk for key performance indicators?

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

EXHIBIT 2

LETTER OF TRANSMITTAL
(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: 05146-RFP

To Whom It May Concern:

(NAME OF COMPANY) (herein referred to as the "Offeror"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Offeror shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

QUESTIONS AND ANSWERS:
Serial 05146-RFP for Employee Benefits Consulting Services

(1) In Section 1.0 INTENT:

- a. Can you clarify “strategic repositioning”? Are you seeking to completely overhaul the program, or looking for modifications of the current strategy and making appropriate changes accordingly?

ANSWER: BEING AN ATTRACTIVE EMPLOYER IN THE ARIZONA MARKETPLACE, WITH A VERY COMPETITIVE BENEFITS PROGRAM, IS IMPORTANT TO MARICOPA COUNTY. THE BENEFITS PROGRAM IS CONSTANTLY BEING REVIEWED TO DRIVE THE ‘STRATEGIC REPOSITIONING’. FACTORS, AS IT RELATES TO STRATEGIC POSITIONING THAT ARE CONTINUOUSLY UNDER REVIEW INCLUDING, BUT ARE NOT LIMITED TO:

- ARIZONA MARKETPLACE DEMANDS
- EMPLOYEE TURNOVER
- EMPLOYEE SATISFACTION
- EMPLOYEE COST
- EMPLOYER COST
- BUDGETARY CONSTRAINTS
- COMPETITIVE INTELLIGENCE
- TREND

BASED ON THE RESULTS OF THE ANALYSIS, MARICOPA COUNTY MAY OVERHAUL THE PROGRAM, LOOK FOR MODIFICATIONS OF THE CURRENT STRATEGY OR MAKE APPROPRIATE CHANGES ACCORDINGLY.

- (2) For certain projects we have “teaming alliances” with specific task oriented specialists. Example: A professional enrollment specialist, plan document preparation and audit specialists. Will the County find this acceptable as some of our specialists are not full-time staff to our firm, but they are dedicated and contracted with us for our clients needs?

ANSWER: ALL RESOURCES SHALL BE EMPLOYEES OF THE PROPOSEING FIRM.

(3) In Section 1.1: The County has a few potential areas being planned.

a. Can you clarify what you consider Full Self Funding?

ANSWER: MARICOPA COUNTY HAS A SUITE OF PLANS AND PRODUCTS. SOME ARE FULLY INSURED AND SOME ARE SELF-FUNDED. FULL SELF FUNDING MEANS THAT THE MAJORITY OF OUR PLANS AND PRODUCTS ARE SELF-FUNDED.

b. Can you clarify a Post-Employment Health Plan?

ANSWER: THE POST EMPLOYMENT HEALTH PLAN (PEHP) IS A UNIQUE EMPLOYEE BENEFIT PLAN (INTERNAL REVENUE CODE SECTION 501(c)(9) VEBA) DESIGNED TO ALLOW THE EMPLOYER, UPON ADOPTING THE PLAN, TO SET ASIDE MONEY FOR THE PAYMENT OF (POST EMPLOYMENT) QUALIFIED MEDICAL EXPENSES THAT PARTICIPATING FORMER EMPLOYEES WILL INCUR.

(4) Question relates to Section 2.23.1, 2.23.5 and 2.23.7 Our project team consisting of an alliance of experts in self-funding, pharmacy benefits, voluntary programs, and public sector expertise can meet your needs. Does this kind of organization meet the County's requirements?

ANSWER: NO. THE PROPOSING FIRM MUST MEET ALL THESE REQUIREMENTS, WITHOUT THE USE OF SUB-CONTRACTORS OR ALLIANCES.